

TÉRMINOS DE REFERENCIA

SERVICIO DE ALQUILER DE STAND FERIA SEAFOOD SHOW LATIN AMERICA 2023

1. DEPENDENCIA QUE REQUIERE EL SERVICIO

Departamento de Productos Pesqueros – Subdirección de Promoción Comercial

2. OBJETO DE LA CONTRATACIÓN

Servicio de Alquiler de Stand Feria Seafood Show Latin América 2023

3. FINALIDAD PÚBLICA

La presente contratación tiene por finalidad promover nuevos negocios, para los productos de la pesca peruana en el mercado latinoamericano, por las diferentes agencias de promoción a nivel global.

4. VINCULACIÓN CON EL PLAN OPERATIVO INSTITUCIONAL:

Centro de costo: Subdirección de Promoción Comercial – Departamento de Productos Pesqueros

APEX: N° 0255.2023– Seafood Show Latin América

5. ANTECEDENTES

La feria **Seafood Show Latin América** es el evento latinoamericano enfocado en el intercambio comercial de pescado de todo el continente. Diseñada para consolidar y promover el mercado de pescado en Brasil y constituye un encuentro de actualización y negocios entre productores, proveedores, minoristas, mayoristas, food service, distribuidores, importadores, exportadores y fabricantes de maquinaria auxiliar.

El evento es organizado por **FRANCAL FEIRAS E EMPREENDIMENTOS LTDA**, la mayor promotora de eventos de capital nacional de negocios y Seafood Brasil, plataforma de comunicación destinada a aumentar el consumo y generar negocios para toda la cadena productiva. En su primera edición del 2022 albergó a 76 expositores y 3,100 visitantes provenientes de 23 países, en un área de exposición de 4,500 metros cuadrados.

El mercado brasileiro para los productos pesqueros se ha venido desarrollando en los últimos años, destacando el envío de productos con valor agregado derivados de pota (anillas congeladas). Previamente Brasil ha sido destino de exportaciones de conservas de pescado como anchoveta y jurel principalmente, pero existen oportunidades para incrementar nuestras exportaciones a ese mercado no solo con productos de origen extractivo (merluza, perico y jurel); sino también con aquellos provenientes de la acuicultura, como langostinos y conchas de abanico.

Cabe resaltar el alto grado de especialización de esta feria y espacio ideal para promocionar y posicionar al Perú como un país proveedor de pescados y mariscos de alta calidad y confiable dentro del continente latinoamericano. En el año 2022, el pabellón peruano contó con la participación de 6 empresas como expositores con stand, ofreciendo diversos productos de su cartera y se alcanzó un total de ventas proyectadas de US\$ 9 millones como resultado de 204 reuniones comerciales generadas.

6. OBJETIVOS DE LA CONTRATACIÓN

El objetivo de la participación es promocionar, posicionar y difundir los productos de la pesca y acuicultura peruanos en el mercado latinoamericano en particular; buscando la participación de 6 empresas expositoras peruanas, buscando que consigan expectativas de negocios por USD 9 millones, impulsando el desarrollo del comercio de otros productos con mayor valor, como los langostinos, derivados de pota, conchas de abanico, entre otros.

7. ALCANCE Y DESCRIPCIÓN DE LOS SERVICIOS A CONTRATAR

De acuerdo a las condiciones establecidas en el Anexo N° 1 – Contrato de Adhesión

Nº ITEM	Descripción	Cantidad
1	SERVICIO DE ALQUILER DE STAND PARA LA FERIA SEAFOOD SHOW LATIN AMERICA 2023	1

DATOS DEL EVENTO

- Nombre del evento: Feria Seafood Show Latín América 2023
- Ámbito: Internacional
- Fecha: 24 - 26 de octubre del 2023
- Lugar de Celebración: São Paulo, Brasil

7.1 LUGAR Y PLAZO DE PRESTACIÓN DEL SERVICIO

La feria se realizará en la ciudad de São Paulo – Brasil, del 24 al 26 de octubre del 2023, previo perfeccionamiento del contrato.

7.2 FORMA DE PAGO

El pago deberá realizarse por anticipado: 100% por transferencia bancaria y en moneda extranjera (dólares americanos) a la cuenta del proveedor, para asegurar el área indicada.

Asimismo, el proveedor enviará su comprobante de pago a la dirección de correo electrónico comprobantepago@promperu.gob.pe indicando en el asunto el número de la Orden de Servicio conteniendo los siguientes datos:

Nombre: PROMPERÚ

RUC: 20307167442

Dirección: Calle Uno Oeste N° 50, Edificio MINCETUR, Piso 14, Urb. Córpac, San Isidro, Lima

N° de orden de servicio:

En caso cuente con su comprobante de pago Electrónico debe de enviar el documento a la dirección de correo electrónico comprobantepago@promperu.gob.pe y sramirez@promperu.gob.pe indicando en el asunto el número de la orden de servicio.

7.3 CONFORMIDAD DEL SERVICIO:

La conformidad del servicio estará a cargo del Departamento de Productos Pesqueros y la Subdirección de Promoción Comercial.

7.4 OTRAS DISPOSICIONES

Se establece que los términos de referencia se elaboraron en congruencia con el contrato de adhesión.

Se adjunta Anexo:

FIRMA Y SELLO
(Área Usuaría)



Francal Feiras DESDE 1969

Contract number: 3438
Version: 3438-1

**PLANNING, ORGANIZATION AND ADMINISTRATION AGREEMENT
OF TRADE SHOWS AND OTHER AGREEMENTS**

By this instrument, on the one hand **FRANCAL FEIRAS E EMPREENDIMENTOS LTDA.**, limited liability society, with a subsidiary at Rua Nelson Francisco, nº 301, Jardim Pereira Leite, São Paulo - SP, registered with CNPJ/MF under no. 50.230.978/0004-60, herein represented under the terms of its corporate acts ("**Francal**"), and on the other, the company qualified in the Summary Table below, in this act, duly represented in the form of its corporate acts ("**Exhibitor**" and, together with **Francal**, "**Parties**"), have just and contracted to enter into this *Planning, Organization and Administration Agreement of Trade Shows and Other Agreements* ("**001 - Contrato de Venda Padrão/ Standard Sales Contract**"), in accordance with the following terms and conditions:

Exhibitor Data			
Company Name: COMISION DE PROMOCION DEL PERU PARA LA EXPORTACION Y EL TURISMO - PROMPERU			
Taxpayer Identification Number: 20307167442			
Invoice submission email: comprobantepago@promperu.gob.pe			
Address: CAL UNO OESTE NRO, 50 URB. CORPAC (EDIFICIO MINCETUR - PISO 14)			
SAN ISIDRO - LIMA - PERU			
Complement: SABINA MILAGROS OLGUÍN GALARZA / ADMINISTRATOR			

Trade Show Description	
- Event: 1.09.2023.01 Seafood Show Latin America Ed. 2023	- Date and Time: October 24th to 26th, 2023 – From: 1.00 p.m. to 8.00 p.m
- Location: Pro Magno Centro de Eventos	- Francal Business Agent: CONCEIÇÃO ZEPPELINI

Price and payment terms	
Contract Value: \$11,910.03	Payment Method: WIRE TRANSFER
	Installment Option: 1 PAYMENT UNTIL MAY 20, 2023
Billing Type: 04 Internacional	

Exhibitor Contacts			
Name	Department	Telephone	Email
Jhoselyn Guevara Rojas / Specialist	Productos Pesqueros	51 (1) 616-7400	jguevara@promperu.gob.pe
Elmer Lava Quispe / Coordinator	Productos Pesqueros	51 (1) 616-7400	elava@promperu.gob.pe

Information for Communication	
- Name for promotion at the Event: COMISION DE PROMOCION DEL PERU PARA LA EXPORTACION Y EL TURISMO - PROMPERU	
- Products for promotion: TO BE INFORMED	
- Trademarks for dissemination: COMISION DE PROMOCION DEL PERU PARA LA EXPORTACION Y EL TURISMO - PROMPERU	
- Web Site for dissemination: NOT APPLICABLE	

Additional Information	
WIRE TRANSFER ON MAY 20TH, 2023	

General Conditions	
This Summary Table forms an integral part of the Agreement.	

Code	Description	Value Unitary	Qty	Total
00.0002	EXTINTOR / FIRE EXTINGUISHER	20.00	2.00	40.00
01.0005	TAXA PREFEITURA / MUNICIPAL TAX	120.03	1.00	120.03
01.0002	ÁREA LIVRE EXPOSIÇÃO / FREE EXHIBITION AREA	235.00	50.00	11,750.00

Total Value of Services	\$11,910.03
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Total Contract Amount	\$11,910.03
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Service Details	Complementary data
EXTINTOR / FIRE EXTINGUISHER	<ul style="list-style-type: none"> - Area code: 2-B300 - Booth Location: RUA B - 2/3 - Dimensions (Perimeter): 10,00m x 5,00m - Liquid Area: 50.00 m² - Gross Area: 50.00 m² - Energy calculation: 50.00 m² X 0.09 KVA = 4.500000 KVA's - There is column: SIM. COLUNA EXTERNA / YES. OUTER COLUMN - Hydraulic Installation Condition: SIM / YES - Booth Located Under Mezzanine: NÃO / NO - Booth Located Under Lowered Roof: NÃO / NO - Area with sailor ladder: NÃO / NO - Hydrant Area: NÃO / NO
TAXA PREFEITURA / MUNICIPAL TAX	<ul style="list-style-type: none"> - Area code: 2-B300 - Booth Location: RUA B - 2/3 - Dimensions (Perimeter): 10,00m x 5,00m - Liquid Area: 50.00 m² - Gross Area: 50.00 m² - Energy calculation: 50.00 m² X 0.09 KVA = 4.500000 KVA's - There is column: SIM. COLUNA INTERNA E EXTERNA / YES. INNER AND OUTER COLUMN - Hydraulic Installation Condition: SIM / YES - Booth Located Under Mezzanine: NÃO / NO - Booth Located Under Lowered Roof: NÃO / NO - Area with sailor ladder: NÃO / NO - Hydrant Area: NÃO / NO
ÁREA LIVRE EXPOSIÇÃO / FREE EXHIBITION AREA	<ul style="list-style-type: none"> - Area code: 2-B300 - Booth Location: RUA - B 2/3 - Dimensions (Perimeter): 10,00m x 5,00m - Liquid Area: 50.00 m² - Gross Area: 50.00 m² - Energy calculation: 50.00 m² X 0.09 KVA = 4.500000 KVA's - There is column: SIM. COLUNA EXTERNA / YES. OUTER COLUMN - Hydraulic Installation Condition: SIM / YES - Booth Located Under Mezzanine: NÃO / NO - Booth Located Under Lowered Roof: NÃO / NO - Area with sailor ladder: NÃO / NO - Hydrant Area: NÃO / NO

1. OBJECT

1.1. The purpose of this Agreement is the provision, by Franca to the Contracting Party (Exhibitor), of the services selected in the Summary Table of this Agreement, in the form, limits and conditions herein established by mutual agreement between the Parties and in accordance with the rules applicable to each contracted service ("Services").

1.2. In case of divergence between the provisions of the clauses of this Agreement and the provisions of the Summary Table, the provisions of the following clauses shall prevail.

2. PAYMENT

2.1. The payment of the amounts specified in the Summary Table shall be made on the dates of their respective due dates, included in the invoice issued by Franca, which is part of this contract and will be sent electronically by e-mail, to the address indicated by the Exhibitor in the Summary Table, through the e-mail finance@franca.com.br.

2.2. The payment of the amounts indicated in the Summary Table must be made 100% until May 20, 2023. It can be done via foreign exchange operation or through the PayPal financial platform.

2.3. Franca will not be responsible for any payment made by the Exhibitor in disagreement with the stipulated in this clause 2.

2.4. In case of late payment, the Exhibitor will be subject to a late payment fine corresponding to 2% (two percent) and late payment interest of 1% (one percent) per month on the amount in arrears and monetary correction, on the amount due and not paid, until the date of its effective payment, in addition to the obligation to pay legal fees referring to the extrajudicial procedures adopted by Franca.

2.5. In case of delay in the payment, Franca may, at its exclusive criterion, rescind this Agreement, releasing the Exhibitor's area for commercialization by Franca to third parties, not having the right to restitution of any of the already paid installments, condition with which

the Exhibitor expresses full knowledge and agreement. If the Exhibitor expresses interest in participating in the Fair, despite the rescission operated, a new contract will be drawn up, where new values will be established, without any launch price benefit.

2.6. In order to have the area released to the Exhibitor for assembling, broadcast of its advertising material and insertion of its products in the virtual platform, it is essential that the Exhibitor is up to date with the payments due to Franca resulting from this Contract.

3. TERM

3.1. The term of this Agreement will begin with its signature and will end after the completion of all rights and obligations of the Parties provided for in the Agreement, unless there is a case of termination as provided for in the contractual clauses.

4. FROM WITHDRAWAL

4.1. The Exhibitor/Contracting Party acknowledges and accepts that: (i) if it withdraws from participating in the Trade Show with up to 120 (one hundred and twenty) days in advance of its holding, it will not be entitled to refund the installments already paid, and must pay Franca in full the installments that are eventually in arrears; (ii) if you give up participating in the Trade Show within a period of less than 120 (one hundred and twenty) days from the beginning of the Event, you will not be entitled to a refund of the installments already paid, and must pay Franca in full the installments that are eventually overdue and, still, it will be obliged to pay 100% (one hundred percent) of the installments due; and (iii) if the payment of the amounts stipulated in the Summary Table has been made in cash and the withdrawal of participation occurs up to 120 (one hundred and twenty) days in advance of the date of the Fair, the Contracting Party shall be entitled to a refund of 50% (fifty percent) of the amount paid.

4.2. In case of repentance, the Contracting Party will have a period of 10 (ten) calendar days from the signature of the Contract to signal in writing to the Exhibitor, an opportunity in which the Parties must formalize an instrument of dissolution so that the return of any amounts paid by the Exhibitor, after deducting applicable taxes and commissions.

4.3. If the Contracting Party does not occupy the free exhibition area object of this Agreement within 48 (forty-eight) hours prior to the start of the Fair, said area will be considered abandoned, which will represent the Contracting Party's tacit withdrawal.

4.4. If any of the withdrawal hypotheses provided for in clauses 4.1, 4.2 and 4.3 above remain configured, the Contracting Party's withdrawal will necessarily imply the automatic release of the Contracting Party's space at the Fair, and Franca may use it in the way that suits it best, being able to proceed including possible new commercialization.

4.5. The amounts eventually withheld by Franca due to withdrawal by the Contracting Party: (i) will have an indemnity nature, given the peculiarity of the object of this Agreement and Franca's activities, as a result of the expenses of planning, organization, service, administration, promotion and dissemination of the fair, commissions, financial expenses for the administration of the Contract and taxes already paid; and (ii) they are justified due to the risk of not being able to sell the space originally reserved for the Contracting Party, or not being able to do so under the same conditions, causing damage to Franca.

4.6. The Contracting Party may only enter into a new contract with Franca if it settles all debts related to this Contract, including, but not limited to, the payments provided for in clause 2 and any fines and interest eventually applied.

5. TERMINATION AND ITS PENALTIES

5.1. This Agreement may be terminated, unilaterally, in the following cases: (i) for breach, even if partial, of the terms of this Agreement, not remedied, if remediable, within a period of 72 (seventy-two) hours from the receipt of the notification sent by the innocent Party; and/or (ii) bankruptcy, judicial or extrajudicial recovery, liquidation, insolvency or dissolution of either Party. The penalties contained in Clause 4 apply to the Party that gives rise to contractual termination under the terms of this clause, and must bear the fines according to the chosen form of payment and the moment of termination.

6. EXHIBITOR OBLIGATIONS AND STATEMENTS

6.1. The Exhibitor undertakes to obtain and maintain all authorizations and/or licenses necessary for the regular execution of its commercial activities, as well as to inform or notify all competent government bodies, when required by applicable law, Franca being hereby exempted from any liability and/or penalty arising from non-compliance with this clause.

6.2. The Exhibitor undertakes to participate in the Trade Show during the entire period of execution, keeping its booth in perfect operating conditions, from the opening to the closing of the Trade Show.

6.3. The Exhibitor may choose to hire an exclusive security guard for its space at the Fair, provided it is through the official company partied by Franca. If the night security service is included in the package of services contracted by the Contracting Party, described in the Summary Table, the Contracting Party declares that it is aware that it is its sole and exclusive responsibility to take care of the security and guarding of its space during assembly, disassembly and daytime period. of the Fair, as well as the objects and equipment that are there, whether they are their own or not, leaving Franca exempt from any liability regarding the occurrence of theft and/or theft related to the Contracting Party's failure to comply with this obligation.

6.4. The Exhibitor declares that it is aware that Franca is not responsible for the breach of the obligations assumed in this Contract, in whole or in part, if such breach is due to force majeure, fortuitous event (ex: protests, demonstrations, strikes, storms, floods); and/or any other event the fulfillment of which Franca has not expressly committed to in this Agreement, pursuant to art. 393 of the Brazilian Civil Code.

6.5. The Exhibitor declares for all legal and factual purposes: (i) that it agrees with all the terms of this Agreement; and (ii) that it is aware of the content of the General Rules and Specifications for Participation and of the *Exhibitor's Manual*, which will be made available to the Exhibitor through a *link*, accepting and submitting to all its terms and conditions, as well as the consequences of its default, as if they were transcribed in this Agreement.

6.6. In the event of a free exhibition area being made available, the Exhibitor and its assembler are required to take out a liability insurance policy for Trade Shows, Miscellaneous Risks for Materials and Equipment and Personal Accidents, in accordance with the terms established in the *Exhibitor Manual*.

6.7. It is prohibited to display any illicit product, of illicit origin, that violates or may violate human dignity, normal trade practices, the right to free competition, violate or may violate the rights of third parties, whether considered false or falsified, do not have the proper authorizations or in any way or form are prevented from being marketed by law, statute or rule of public or private order.

6.8. In the event that Franca is sued, judicially or extrajudicially, to respond for any obligations arising from third-party claims arising from the exposure, commercialization, use or administration of products referring to defects in quality or quantity and damages in general, Franca shall (i) inform the Exhibitor of receipt of the process; and (ii) request information relevant to the case, and the Exhibitor must request the termination of the process against Franca. If it is not possible to exclude Franca as defendant, which is obliged to provide its own defense, the Exhibitor shall indemnify Franca of any and all amounts spent for its defense, including, but not limited to, legal fees, costs and expenses proceedings, convictions, indemnities and any other amounts that Franca is compelled to pay and which is the Exhibitor responsibility. Payment by the Exhibitor shall be made within 10 (ten) days from the date of receipt of notification by the Exhibitor, in this regard.

6.9. The Exhibitor declares and guarantees that it has the legal capacity to enter into this Agreement and to exhibit the products made available, not infringing any rights of third parties.

6.10. The exhibitor is responsible for all stages of completion of the business made possible by physical or digital means, including collection and issuance of the sales invoice. The Exhibitor shall be responsible for any and all irregularities, errors or defects, exempting Franca from any liability in this regard.

6.11. The Exhibitor shall be fully liable for any and all losses and/or damages caused as a result of the improper use of Franca's image that may occur as a result of the Contractor Party's act.

6.12. The Exhibitor shall be liable for any fraud carried out by itself and its employees, in a virtual or physical environment, of culpable or willful actions or omissions, or even arising from the violation of any conditions established in this Agreement, especially due to the improper disclosure of confidential information of any of the parties.

7. FRANCA'S RESPONSIBILITY

7.1. The Parties acknowledge and accept that Franca's liability under this Agreement will, in any event, be limited to the amount corresponding to the amounts actually paid by the Exhibitor, Franca being hereby exempt from indemnifying the Exhibitor for any resulting damages, including loss of profits, moral damages or any other form of compensation of the same nature.

7.2. In the event that the Trade Show is cancelled, which may be done by Franca's exclusive decision, Franca will return to the Exhibitor all amounts received until then, monetarily corrected by variation of the index called IPCA, calculated from the date of receipt to the date of effective reimbursement.

7.3. In view of the terms of clauses 6.3. and 6.4. above, the occurrence of any types of disturbances and/or losses that cannot be proven to be attributable to Franca, including, but not limited to, the lack of electricity and water, the presence of competitors, acts performed by third parties, etc., will not, under no circumstances, the Contracting Party's right to request from Franca reimbursement or compensation for eventual losses and damages.

7.4. If the night security service is included in the package of services contracted by the Exhibitor, described in the Summary Table, from the day on which the activities of the Trade Show before the public begin, night security will be carried out by the official company, for the common use of the exhibitors at the Trade Show, contracted by Franca. This security company will be responsible for ordering the booth at night and will be obliged to indemnify any product theft listed in the Exhibitor's check list and which has been proven to have disappeared from its space during the night period. The Exhibitor and any of its employees who enter its stand will be responsible for the items present in the Exhibitor's space during periods when the Trade Show is not operating.

8. ACQUISITION OF SPONSORSHIP QUOTAS AND/OR SPACE FOR PLACEMENT OF ADVERTISEMENTS

8.1. In the case of acquisition by the Exhibitor, Franca will provide services related to the sale of sponsorship quotas or space for the placement of advertisements, photos, news, and other strategic measures, with the purpose of promoting and publicizing the brand, products and/or Exhibitor's services at the Trade Show.

8.2. The material to be broadcast at the Trade Show will be provided by the Exhibitor, through its marketing department or by a specialized agency, directly contracted by it, and made available to Franca in its final version and in a condition to be published.

8.3. The material must be sent to Franca, within the established deadline and in the formats established in this Agreement.

8.4. The Exhibitor undertakes to ensure that the information to be published is correct and sufficiently clear, responding fully and exclusively for its content, including any damage caused to Franca or third parties, arising from the object contracted herein.

8.5. Franca will not be held responsible for the impossibility of publishing the material due to the Exhibitor's failure to observe the period established in this Contract, and the Exhibitor shall bear all costs arising from its negligence, without the right to refund any amounts.

9. CONFIDENTIALITY

9.1. The Parties mutually undertake to ensure the confidentiality of all trade secrets, technical knowledge and other information that they become aware of each other, not being able to use any such confidential information, unless expressly authorized to do so by its holder. In this sense, each party shall use its best efforts so that its partners, affiliated companies, administrators, agents, employees and/or any other persons under their responsibility (directly or indirectly) keep all the terms and conditions of this contractual instrument.

9.2. The Parties agree that the information in this Agreement is strictly confidential and that it will not be disclosed to any individuals, companies or institutions, unless:

9.2.1. The information is in the public domain, provided that it has not been one of the Parties themselves, their representatives, controllers, subsidiaries or companies that, directly or indirectly, are subject to the same control as the Party responsible for the information has fallen into public domain;

9.2.2. Disclosure is required by a governmental authority or by order of a competent court, under penalty of being characterized as disobedience or other penalty. In these cases, the material to be revealed must be subject to all possible governmental or judicial protection, and the Party that is obliged to disclose such information must promptly notify the other so that it can adopt the appropriate measures with the authority or Court to information protection;

9.2.3. The information held by the Party is the result of its own research, provided that it can prove such circumstance.

9.3. The Parties undertake to take all necessary measures to protect the other party's confidential information, avoiding and preventing disclosure to third parties, unless duly authorized in writing by the party itself. Confidential information, however, may be disclosed to employees who need to know it for the purposes of this Agreement, provided that such employees will be duly warned about the confidential nature of said information, especially regarding its confidentiality clauses, committing to in writing and in person to maintain the confidentiality of information under this Agreement.

9.4. This obligation will survive for a period of 5 (five) years from the date of termination of this instrument.

10. PROTECTION OF PERSONAL DATA

10.1. The Parties resolve to establish reciprocal obligations related to the protection of personal data, in the following terms of this clause.

10.2. In the development of any activities related to the execution of the Contract, the Parties will observe the legal regime for the protection of personal data, endeavoring to proceed with the processing of personal data that may prove necessary, in strict and rigorous compliance with Brazilian Law No. 13.709/2018, any changes and regulations, ensuring that its employees, agents, consultants, subcontractors and/or service providers also comply with the applicable legal provisions.

10.3. The Parties agree that only the data strictly necessary for the proper performance of this Agreement will be provided.

10.4. The Parties shall process personal data in the legally permitted terms, collecting, conserving, archiving or transmitting them only in cases where their holder has given unequivocal consent and in other legally provided cases, not being able to use personal data for purposes other than those necessary for the execution of the contractual object.

11. ANTI-CORRUPTION STATEMENTS

11.1. The Parties hereby declare that they are aware of and have observed the terms of Brazilian Law No. 12.846/2013 (Anti-Corruption Law) and any other applicable laws on the subject of this Agreement.

11.2. In the performance of this Agreement, the Parties undertake not to promise, offer, pay, or authorize the payment of any money to any governmental authority for the purpose of: (i) influencing any act or decision of the governmental authority in its official duty; and/or (ii) secure any undue advantage.

11.3. For the purposes of this Clause, and with regard to this Agreement, the Parties hereby declare that: (i) they have not violated, violate or will violate the Anti-Corruption Brazilian Law and the Parties' Code of Conduct, if applicable; and (ii) are aware that any activity that violates the Anti-Corruption Brazilian Law is prohibited and that they are aware of the possible consequences of such a violation.

12. GENERAL CONDITIONS

12.1. The Exhibitor may not assign and/or transfer its rights and obligations under this Agreement, in any capacity, in whole or in part, even if free of charge. In the event that more than one company is occupying the same space as the Exhibitor at the Trade Show, the latter reserves the right to charge the Exhibitor a fine in the amount corresponding to 50% (fifty percent) of the value of this Agreement and to request the immediate withdrawal of the space at the Trade Show of the irregular company(ies), the Exhibitor being obliged from now on to pay such a fine and to comply with this request for the aforementioned company to withdraw from the space at the Trade Show.

12.2. The Exhibitor declares that it is aware that Franca has no responsibility or autonomy over the performance of other activities or events that may occur in parallel in the same exhibition complex, during the period of the trade Show. The occurrence of any type of disturbance (eg noise; presence of competitors; etc.) generated by events held by third parties in pavilions close to the one where the Trade Show will be held will not, under any circumstances, entail the Exhibitor's right to request Franca to reimbursement for any losses and damages resulting from such facts.

12.3. Any amendment to this Agreement will only be valid if made in writing by means of an amendment signed between the Parties.

12.4. The tolerance of either Party regarding non-compliance or irregular compliance with the clauses and conditions established in this Agreement will be considered as an act of mere liberality, not implying novation of the Agreement or waiver of rights, which may be exercised at any time.

12.5. In the event that any provision of this Agreement conflicts with the law under which it is to be interpreted, or if any provision is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to have been amended to reflect as closely as possible the original intentions of the parties in accordance with applicable law, the remainder of the Agreement remaining in full force and effect.

12.6. This Agreement does not and will not establish any employment relationship between Franca and the Exhibitor and/or their managers, legal representatives, employees, agents or third parties, and the Parties shall bear their respective labor, social security, land, tax and insurance charges, not there being any joint and several liability, subsidiary or any kind of co-responsibility between the Parties.

12.7. If either Party is ordered to pay any contingency that another Party causes, the innocent Party shall be entitled to oblige the offending Party to indemnify it for all amounts paid and costs incurred as a result of such payment, including, but not limited to, attorney fees and court costs.

12.8. The Parties acknowledge and accept that this Agreement constitutes an extrajudicial enforceable instrument for all legal purposes admitted, as provided in item III of art. 784 of the Brazilian Civil Procedure Code.

12.9. All taxes existing or that may be levied on this Agreement will be collected by the legally responsible party, with no reversal of charges or replacement as a result of this Agreement.

12.10. In the event of any conflict of rules between this Agreement and the *Exhibitor Manual*, the provisions of the Agreement will prevail.

12.11. For reasons of unforeseeable circumstances and force majeure, which include, but are not limited to, any restrictions resulting from the worsening of contamination by Covid-19 and its variables, Franca may, at its sole discretion, use other locations, change the period of operation of the Trade Show, change entrances and exits, as well as circulation routes, upon prior notice to the Exhibitor, without this fact giving rise to the termination of this Agreement by the Exhibitor or any claim for indemnity.

12.12. For reasons of unforeseeable circumstances and force majeure, the Parties, by mutual agreement, may define the eventual relocation of the Exhibitor's space at the Trade Show, always respecting the proportions and characteristics of this space, as established in the Summary Table.

12.13. Franca reserves the right to place service areas at the Trade Show in available or unsold locations.

12.14. It is Franca's prerogative to terminate this Agreement, at any time, when there are indications and/or accusations that the Exhibitor carries out activities in disagreement with current legislation (eg. marketing of disreputable products, piracy, etc.), without having to present any justification or proof, and there is no right to a refund.

12.15. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior oral or written agreements, proposals, information, minutes and discussions.

12.16. The Parties declare that they have the necessary corporate power and competence to enter into this Agreement and to carry out the transactions provided for therein, and that the execution and performance of this Agreement have been duly ratified by all corporate acts required of each Party, which shall include all changes necessary for the perfect execution of this contractual instrument.

12.17. The Parties declare, under the penalties of the Law, that the signatories of this Agreement are their legal representatives/attorneys, duly constituted in the form of the respective articles of association, with powers to assume the obligations contracted herein.



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12.18. It is stipulated that, by virtue of this Agreement, no employment or liability relationship is established between the Parties, nor in relation to the personnel employed or involved, directly or indirectly, for the performance of the services contracted herein, or any one of its partners, nothing being due as wages, 13th salary, vacation, prior notice, paid weekly rest, insurance, unhealthy and hazardous work premiums, where applicable, and other labor charges, land, social security and tax payments, without any direct, subsidiary or joint liability of the Exhibitor arising from this Agreement, each Party being responsible for all labor, social security, insurance and any other charges of its respective duly employed personnel.

12.19. Under this Agreement, no type of company, association, consortium, representation or obligation between the contracting parties is established beyond what is expressly provided for in this Agreement.

12.20. The Parties mutually declare that the purpose of this Agreement does not infringe or violate their respective corporate purposes and business activities, nor any rules of a legal, regulatory, administrative, judicial, conventional or contractual nature.

12.21. The Parties declare that they jointly and actively participated in its negotiation and writing, acting in good faith, and in the full expression and free exercise of their will.

12.22. The nullity or invalidity of any of the clauses of the Agreement will not affect the validity and effectiveness of the others.

12.23. Pursuant to applicable legislation, the Parties declare their express agreement with the electronic signature of this Agreement and that the signatures be processed through the certified electronic signature platform, without any limitation of validity and/or enforceability of this Agreement. This Agreement takes effect for all signatories from the date indicated therein, even if one or more of the signatories performs the signature at a later date.

13. GOVERNING LAW AND JURISDICTION

13.1. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, Brazilian law.

13.2. The Parties agree that the forum of the capital of the State of São Paulo, Brazil, will have jurisdiction to settle any dispute that may arise out of or in connection with this Agreement and that, consequently, any proceeding, action or proceeding arising out of or related to this Agreement may be brought to such court. The Parties irrevocably waive any objection they may have now or in the future to the establishment of the venue of any Proceedings in the aforementioned court and any claim that any Proceedings have been brought in an inconvenient forum and further irrevocably agree that a judgment of any Proceedings brought in said court shall be conclusive and binding on the Parties and may be enforced in the courts of any other jurisdiction.

And in witness whereof, the Parties sign this Agreement in 2 (two) copies of equal content and form, for themselves, their heirs and successors, in the presence of the witnesses below.

São Paulo, January 23rd, 2023

FRANCAL FEIRAS E EMPREENDIMENTOS LTDA.

COMISION DE PROMOCION DEL PERU PARA LA EXPORTACION Y EL TURISMO - PROMPERU
Taxpayer Identification Number: _____

WITNESSES:

1. _____

2. _____

Full Name: _____

Full name: _____

DOC 1: _____

DOC 1: _____

DOC 2: _____

DOC 2: _____